

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

IN RE:)
)
ALEXANDER LOUIS BEDNAR,) Case No. 15-11916-TRC
) Chapter 7
Debtor.)
)
ALEXANDER L. BEDNAR,)
)
Plaintiff,)
)
-vs-) Adv. No. 18-01096-TRC
)
FRANKLIN AMERICAN MORTGAGE)
COMPANY; FEDERAL NATIONAL)
MORTGAGE ASSOCIATION; OKLAHOMA)
COUNTY SHERIFF; AND RCB BANK,)
)
Defendants.)
)

**DEFENDANTS' OBJECTION AND RESPONSE
TO PLAINTIFF'S MOTIONS TO SEAL**

COME NOW Defendants, Federal National Mortgage Association (“**Fannie Mae**”), and Franklin American Mortgage Company (“**Franklin**”) (Fannie Mae and Franklin are sometimes collectively referred to herein as “**Defendants**”), by and through its undersigned counsel of record, and respectfully responds to Plaintiff, Alexander L. Bednar’s (“**Bednar**”) *Motion to Seal Exhibit 1 to Debtor’s Request for Stay Filed Today*, filed herein on March 15, 2019 [Doc. 63], and Plaintiff’s *Motion to Seal Exhibit 1 to Debtor’s Request for Stay*, filed herein on March 26, 2019 [Doc. 65] (collectively the “**Motion**”). In support of this Objection and Response, Defendants rely upon the pleadings and documents on file in this action and on filed

in connection with Case No. CJ-2016-5004 (the “**Foreclosure Action**”), in the District Court of Oklahoma County, Oklahoma (the “**State Court**”), as well those in the underlying Chapter 7 Bankruptcy, 15-11916, and show the Court as follows:

1. Plaintiff seeks to seal Exhibit 1 to Plaintiff’s Motion for Stay [Doc. 62] which is presumably a copy of a settlement agreement entered into between Plaintiff and RCB Bank in adversary ADV 15-1248 W.D.

2. Neither Fannie Mae, Franklin American, nor its counsel have seen the settlement agreement, and are unaware of its terms and/or contents thereof.

3. In Plaintiff’s Motion for Stay, Plaintiff seeks to impose a stay on the sale of real property upon the theory that the mediation agreement constitutes a contract for deed and Defendants had a duty to apprise the state court of same. Doc. 62, p. 7-8.

4. Defendants object to Plaintiff’s request to seal the purported contract for deed/settlement agreement because Plaintiff seeks to somehow utilize this agreement, of which Defendants are not parties and have not examined, as evidence supporting its arguments against Defendants.

This 1st day of April, 2019.

s/Jim Timberlake

Jim Timberlake, OBA #14945

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Attorneys for Defendants,

Federal National Mortgage Association and

Franklin American Mortgage Company

CERTIFICATE OF SERVICE

This is to certify that I did, on this 1st day of April, 2019, electronically transmit the above and foregoing document, with any and all attachments, to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

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/s Jim Timberlake